

MAJ

MAY 28 2019

COMMONWEALTH OF VIRGINIA



RICHMOND CITY CIRCUIT COURT
Civil Division
400 NORTH 9TH STREET
RICHMOND VA 23219

Summons

To: WAWA INC
SERVE: MEAD SPOTTS,
REGISTERED AGENT
411 EAST FRANKLIN STREET,
SUITE 600
RICHMOND VA 23219

Case No. 760CL19002518-00

The party upon whom this summons and the attached complaint are served is hereby notified that unless within 21 days after such service, response is made by filing in the clerk's office of this court a pleading in writing, in proper legal form, the allegations and charges may be taken as admitted and the court may enter an order, judgment, or decree against such party either by default or after hearing evidence.

Appearance in person is not required by this summons.

Done in the name of the Commonwealth of Virginia on, Monday, May 13, 2019

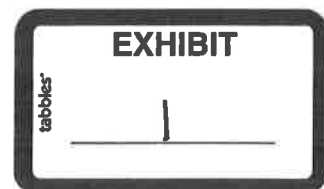
Clerk of Court: EDWARD F JEWETT

by  _____
(CLERK/DEPUTY CLERK)

Instructions:

Hearing Official:

Attorney's name: HERSHNER, GARY R
SEVEN SOUTH ADAMS STREET
RICHMOND VA 23220-5601
804.788.1956



VIRGINIA:

IN THE CIRCUIT COURT OF THE CITY OF RICHMOND

HANNAH ROBINSON,

Plaintiff,

v.

**WAWA, INC.
Meade Spotts, Registered Agent
411 East Franklin Street, Suite 600
Richmond, Virginia 23219,**

Defendant.

COMPLAINT

COMES NOW the plaintiff, Hannah Robinson, by counsel, and for her Complaint against the defendant, states as follows:

COUNT I

(Breach of Implied Warranties)

1. On or about the 19th day of May, 2018, the plaintiff purchased a submarine sandwich for consumption from the defendant's store located at 907 Colonial Corner Drive, Hopewell, Virginia 23860.
2. Employees mentioned herein at all times were acting as employees of the defendant within the scope of their employment.
3. The aforesaid submarine sandwich was prepared and distributed by employees of the defendant.

4. Shortly after the purchase of the submarine sandwich the plaintiff began to eat said sandwich. After about three bites were left of the sandwich the plaintiff bit into something hard in the sandwich and noticed that it was broken glass which looked like it had been part of a crack pipe. Unfortunately the plaintiff had consumed some of the glass.

5. The defendant impliedly warranted that the submarine sandwich was not defective or unsafe and that it was not unhealthy and impliedly warranted that the sandwich was safe for human consumption and that it was of merchantable quality and fit for its intended use.

6. Notwithstanding the foregoing implied warranties, the submarine sandwich was defective, unsafe, unhealthy, unwholesome, and unfit for human consumption and not of merchantable quality and not fit for its intended use for which it was prepared, manufactured, marketed, distributed, delivered and sold.

7. As a direct and proximate result of the foregoing breaches of implied warranties, the plaintiff has sustained great pain of body and mind, and in the future will sustain great pain of body and mind; the plaintiff has incurred medical expenses to be cured of her aforesaid injuries, and will so in the future; and the plaintiff has suffered inconvenience, and will so in the future.

COUNT II

(Breach of Express Warranties)

The plaintiff restates and repleads the allegations contained in paragraphs 1 through 7 as if set forth in detail.

8. The defendant expressly warranted that the submarine sandwich was not defective or unsafe and that it was not unhealthy and expressly warranted that the sandwich was safe for human consumption and that it was of merchantable quality and fit for its intended use.

9. Notwithstanding the foregoing express warranties, the submarine sandwich was defective, unsafe, unhealthy, unwholesome, and unfit for human consumption and not of merchantable quality and not fit for its intended use for which it was prepared, manufactured, marketed, distributed, delivered and sold.

10. As a direct and proximate result of the foregoing breaches of express warranties, the plaintiff has sustained great pain of body and mind, and in the future will sustain great pain of body and mind; the plaintiff has incurred medical expenses to be cured of her aforesaid injuries, and will so in the future; and the plaintiff has suffered inconvenience, and will so in the future.

Count III

(Negligence)

The plaintiff restates and repleads the allegations contained in paragraphs 1 through 10 as set forth in detail.

11. The defendant's employees negligently prepared the aforesaid sandwich and negligently failed to warn the plaintiff of the defective, unsafe, unhealthy, unwholesome, unfit and unsuitable condition of the aforesaid sandwich.

12. As a direct and proximate result of the foregoing breaches of the aforesaid implied warranties, the plaintiff has sustained great pain of body and mind, and in the future will sustain great pain of body and mind; the plaintiff has incurred medical

expenses to be cured of her aforesaid injuries, and will so in the future; and the plaintiff has suffered inconvenience, and will so in the future.

Count IV

(Breach of Statute)

The plaintiff restates and repleads the allegations contained in paragraphs 1 through 12 as set forth in detail.

13. The aforesaid sandwich was prepared in violation of Virginia Code §3.2-5111.

14. As a direct and proximate result of violation of the foregoing breach of statute, the plaintiff has sustained great pain of body and mind, and in the future will sustain great pain of body and mind; the plaintiff has incurred medical expenses to be cured of her aforesaid injuries, and will so in the future; and the plaintiff has suffered inconvenience, and will so in the future.

WHEREFORE, the plaintiff moves this Honorable Court for judgment against the defendant in the sum of THREE HUNDRED THOUSAND DOLLARS (\$300,000.00) plus her costs of court expended herein and pre-judgment interest as allowed by statute.

TRIAL BY JURY IS DEMANDED.

Counsel

Gary R. Hershner, VSB #19622
Seven South Adams Street
Richmond, Virginia 23220-5601
804-788-1956
804-788-0885 *Facsimile*
grhershner50@msn.com

By

HANNAH ROBINSON

A handwritten signature in dark ink, appearing to read 'Hannah Robinson', is written over a horizontal line.